



## BOARD OF TRUSTEES MEETING

Thursday, February 26, 2026 at 6:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

**\*LIVE STREAM available on Town website\***

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### AGENDA

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*This agenda is subject to revision 24 hours prior to commencement of the meeting.*

***The Board of Trustees values public comment on issues relevant to Town government. To permit the fair and orderly expression of such comments, the Board will adhere to the following rules for public comment, whether for an agenda item or during public comment for non-agenda items brought by the public.***

***A speaker must be recognized by the Mayor to step to the podium, sign in, use the microphone, state name and address for the record, and address comments solely to the Board, as a whole.***

***Each speaker is limited to 3 minutes, cannot pool time with another, and each speaker may only speak once per topic. Civility and respect is required. Comments should not be directed to Town staff, individual Board members or to public members. Comments or disruption from audience members not recognized by the Mayor are prohibited. Points already made should not be duplicated. Only written comments limited to one page will be permitted. Public members are also invited to submit comments by email to be distributed to the Board separately. Note that comments submitted to the Board are public record. Please understand that the Board will listen and consider public comments; however, members will not discuss or take action on your comment but may refer it to staff and/or a future meeting for discussion.***

***Thank you for your cooperation.***

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**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Introductions/Presentations**

**Consent Agenda** - *Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.*

- 1.** Minutes from January 30, 2026 (continued from February 12th meeting), February 12, 2026, Meeting
- 2.** Checks over \$15,000- Filtronics, Inc. \$22,494.00

**Staff/Department Reports**

- 3.** Administrator
- 4.** Town Clerk/Administration

**Business Items**

- [5.](#) Discussion/Update - Recruitment of Town Administrator - Strategic Government Recourses (SGR)
- [6.](#) Discussion / Approval - Resolution 16-2026 to Appoint Citizen Member to Parks Commission Vacancy
- [7.](#) Discussion/Update/Review -Town Attorney RFP
8. Discussion/Update - Community Matters Institute
- [9.](#) Discussion/Update - Specific to Monument Ridge West, LLC Annexation Application Withdrawal

**Public Comment** - *Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please be recognized to speak, sign in, and address the Board on matters not on the agenda. Thank you!*

**Next Meeting and Future Items****Adjourn**

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**Americans with Disabilities Act**

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Reasonable accommodations for persons with a disability will be made upon request. Please notify the Town of Palmer Lake (at 719-481-2953) at least 48 hours in advance. The Town of Palmer Lake will make every effort to accommodate the needs of the public.



## BOARD OF TRUSTEE MEETING

Thursday, February 12, 2026 at 6:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

### MINUTES

#### Call to Order – 6:00PM

#### Roll Call

- Present: Atis Jurka, Roger Moseley, Dennis Stern, Tony Beltran, Beth Harris,

#### Invocation – Steve Burford

#### Pledge of Allegiance

**Consent Agenda** - *Items under the consent agenda may be acted upon by one motion. If, in the judgment of a board member, a consent agenda item requires discussion, the item can be placed on the regular agenda for discussion and/or action.*

1. MINUTES January 08, 2026 (as amended and presented 1/30/26), January 22, 2026, January 30, 2026
2. Checks over \$15,000 - SITEONE LANDSCAPE SUPPLY, LLC (\$15,526.40)
3. Monthly Financials - December 2025

Trustee Jurka asked a question on some checks issued to CKT, the Town's IT vendor.

Trustee Jurka asked a question on a check issued to Buc-ee's.

Trustee Moseley asked a question about voided checks.

Question from Trustee Moseley on how the town is defining its water enterprise under TABOR, as well as concerns about withdrawals from the enterprise fund. Trustee Moseley then concluded by requesting a water workshop.

**Motion to approve the consent agenda with the exception of the January 30, 2026, minutes which will be continued the next meeting.** (Jurka, Moseley) "Aye" Vote. Motion passed unanimously.

#### Staff/Department Reports

4. Interim Town Administrator/ Police Chief

Interim Town Administrator / Police Chief Glen Smith spoke on the purchase of a new police vehicle and that the Town would be installing a new handicap ramp for Town Hall.

## 5. Water

Water Supervisor Chaz Roubidoux provided clarification on the purchase from Siteone Landscape Supply and what Water uses the materials for. He also updated the board on water breaks they had the previous week and that those have all been fixed. He also mentioned the water department is now fully staffed.

## 6. Public Works including Roads &amp; Park Maintenance

Reports were provided no discussion was had.

## 7. Fire

Chief John Vincent provided an update on the planning phase for a fire department open house and the Firewise program and will keep the Board posted.

## 8. Town Clerk/ Administration

Town Clerk Erica Romero provided update on the audit and will keep the board updated on the finalization. Town Clerk Romero referenced her report that is the packet and asked for any questions. requested any additional items and request for workshop with no dates set yet.

**Business Items**

## 9. Board of Trustees Vacancies – Discussion and Possible Appointment

Board discussed their current process on how to appoint people, regarding the previous appointment processes where some applicants did not receive a vote. Board decided to proceed with previous practice after some discussion.

**Motion to vote on the appointment of Mike Beeson to be appointed to the Board of Trustees.** (Harris, Beltran) Roll Call Vote.

Accept: Jurka, Moseley, Stern, Beltran, Harris,

Deny:

**Motion passed unanimously. 5-0**

**Motion for John Marble to be appointed to the Board of Trustees.** (Harris, Moseley) Roll Call Vote.

Accept: Jurka, Moseley, Harris,

Deny: Stern, Beltran

**Motion Passed. 3-2**

**Motion approve Resolution 14-2026 appointing Mike Beeson as a trustee of the town.** (Moseley, Beltran) "Aye" Vote. Motion passed unanimously.

**Motion to approve Resolution 15-2026 appointing John Marble as trustee of Palmer Lake.** (Jurka, Beltran) "Aye" Vote. Motion passed unanimously.

**Recess**

Town Clerk Erica Romero Issued the oath of office to Michael Beeson.

Town Clerk Erica Romero Issued the oath of office to John Marble.

## 10. Monument Ridge West, LLC- Annexation Application Withdrawal Notice

**Motion to continue this item to the next regular meeting. Motion Amended to include that the DRT will conduct no new work regarding Buc-ee's until the town has an attorney.** (Stern, Moseley) Roll Call Vote.

Accept: Jurka, Moseley, Beeson, Stern, Beltran, Marble

Deny: Harris

**Motion Passed. 6-1**

**Public Comment**

Martha Brodzik – Spoke on a previous annexation request that had a resolution to formalize their withdrawal.

**Motion to continue the rezoning hearing and the election to the second BOT meeting in March** (Jurka, Stern) Roll Call Vote.

Accept: Jurka, Moseley, Beeson, Stern, Beltran, Harris, Marble,

Deny:

**Motion Passed Unanimously. 7-0**

## 11. Discussion/Update - Town Attorney

Staff reported the Town Attorney RFP closed February 5, 2026 at 5:00 PM and the Town received three (3) proposals for the Town Attorney position. Staff shared feedback from multiple firms that the Town's simultaneous pursuit of an interim attorney while also running the permanent RFP created confusion and may have discouraged additional qualified firms from applying. Staff recommended that the Board abandon/suspend the interim attorney effort and focus solely on the permanent RFP process. Staff suggested extending the RFP deadline (later discussed as to February 20, 2026) to encourage additional firms to submit proposals. Staff stated that if the Board did not extend, staff would proceed by reviewing the proposals, preparing comments, presenting them to the Board, and scheduling a workshop for presentations for March 12, 2026.

There was a discussion on whether pausing the interim effort required Board action; staff indicated it could be handled as staff direction.

A request for the names of the three firms; staff declined to identify names during the meeting, citing concerns about maintaining a consistent RFP process and preventing contamination, referencing past experiences and the risk of Board members contacting vendors outside the process.

Some trustees expressed concern that staff was not following prior direction from the January 30 meeting regarding providing names and felt the process lacked transparency.

Staff reiterated the goal was to protect integrity of the procurement process and avoid bias prior to staff review and packet distribution.

**Motion to extend the RFP date to February 20<sup>th</sup>, 2026. To bring all proposals and staff recommendations to the Board at the February 26<sup>th</sup>, 2026 Board of Trustees meeting. To remove the interim attorney from being advertised or considered.** (Beltran, Stern) Roll Call Vote.

Accept: Jurka, Stern, Beltran, Marble, Beeson

Deny: Moseley, Harris,

**Motion Passed. 5-2**

#### **Public Comment**

Martha Brodzik – Expressed her concerns about the delaying of workshops. Continued that in her experience of going to workshops she only ever noted the attorney present on two occasions. Finished by urging the board to use schedule them soon and to not simply wait for an attorney.

The Board provided staff direction to decouple the Monument Ridge West annexation by engaging with an attorney for a singular project. If a simple solution is found, the Interim Town Administrator will email the Board of Trustees in a timely manner.

#### **Public Comment**

Angela Fike – Expressed her dismay about not being able to make public comment before the Board voting on this agenda item. Continued to make a suggestion to the Board that they proceed with finding an interim Attorney.

**Public Comment** - *Public comments are encouraged to be emailed to the Town office at [info@palmer-lake.org](mailto:info@palmer-lake.org) with subject line of Public Comment (24 hours prior to meeting) and shall be distributed and read at the meeting. Otherwise, please be recognized to speak, sign in, and address the Board on matters not on the agenda. Thank you!*

Martha Brodzik – Stated that a couple of months ago one or two Trustee's had inquired about having an online repository of contracts. She continued since she had not seen that happen yet she had started her own collection and that she wanted to talk tonight about one, Community Matters Institute (CMI). Expressing concern over several charges and questioned the ethics of CMI for not coming forward with these.

Daren Fike – Stated that he had sent an email to the then current Board of Trustees earlier in the week requesting an update on the search and had not received a response. Continued that the events of this Board of Trustees meeting emphasized the need for a full time administrator.

Shawn Sawyer – Commented that there are many small towns in Colorado that use their own Quasi-Judicial authority to handle town business without an attorney. Continued to encourage Trustee Marble and Trustee Beeson about their new duties. He also encouraged all who might be watching at home to join him in fighting against the Buc-ee's development.

Laurel Skow – Stated that the Palmer Lakes process worked in relation to Buc-ee's. That now everyone has to deal with another year of toxicity due to them proceeding through El Paso County. She continued on to say that other residents adjacent to the property don't want it,

that it doesn't fit the surrounding community, and that the only reason Buc-ee's chose that location was traffic volume.

Herb Presleayer – Requested that the Board of Trustees pass a resolution opposing Buc-ee's. He also noted that Buc-ee's is reliant upon cheap gas. Mr. Presleayer also commented that he would prefer a Buffalo Sanctuary to be put into place instead of Buc-ee's.

Angela Fike – Expressed her concern that if Buc-ee's is turned down at the county level that they might come back to Palmer Lake with another annexation request. Continued that at the December 30<sup>th</sup> Special Board of Trustees meeting that she overheard disparaging remarks about Trustees from members of the audience.

Gene Kalesti – Spoke on prior threats he has received and an incident involving his wife and a friend earlier that day where an individual intimidated them verbally.

Shawn Sawyer – Shared his experience of receiving threats, his unwillingness to back down and called for civility to return to the people of the town. Continued that Buc-ee's would own this town, its commissioners and they will own the Town's water.

### Board Reports

- Trustee Jurka – Brought to the attention of the board the sale of the trailer park along highway 105 and that it did not look like that the residents or owner would be able to purchase it.
- Trustee Jurka – Requested that at the end of March a dark sky workshop be held. Stated that he has someone ready to do a presentation.
- Trustee Moseley – Spoke on his call from the TABOR Committee on our water enterprise and requested a water workshop to be scheduled at the next board meeting. Also requested a Title 2 workshop reviewing the membership of the Town's Boards and Commissions to reconsider whole memberships.
- Trustee Moseley – Referencing Public comment by Martha Brodzik about CMI payments. Expressed his deep concern over the conduct of CMI if that organization accepted a double payment and did not inform the Town. Requested a public hearing at the next meeting to address this issue.
- Trustee Beeson – Spoke on the Palmer Lake Arts Council annual fundraiser on the 21<sup>st</sup> of February.
- Mayor Stern – Reported on his attendance of the monthly PPACG meeting. Saying that the discussion at that meeting revolved around CDOT and their behavior to our roads. That they have taken on the attitude of only caring about mass transit and that there is now a Citizen initiative to force CDOT to use the money that they collect from taxes and dees to expand and maintain the road system.
- Trustee Beltran – Requested to put on the next board meeting for an update for the Town Administrator application.
- Trustee Harris – In reference to Gene Kalesti's public comment, she commented that it's never okay to verbally abuse or physically intimidate people. Recommended the public stay engaged in the Buc-ee's situation with El Paso County now that they have withdrawn from Palmer Lake. recommended public remain engaged in the El Paso County Commissioners

- Trustee Marble – Reported that a pair Highland cows on the east side of Palmer Lake had been born, named Rock and Moe.

**Next Meeting and Future Items**

**Adjourned at 8:25 (Beltran, Beeson)**

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Town Clerk- Erica N. Romero

\_\_\_\_\_  
Mayor Dennis Stern

DRAFT



## SPECIAL BOARD OF TRUSTEES MEETING

Friday, January 30, 2026, at 6:00 PM

Palmer Lake Town Hall – 28 Valley Crescent, Palmer Lake, Colorado

### MINUTES

**Call to Order/Roll Call** - A special board of trustees meeting was called to order on January 30th at 6:01 p.m, Roger Moseley, Atis Jurka, Dennis Stern, Tony Beltran & Beth Harris

#### Pledge of Allegiance

#### Consent Agenda

1. Minutes from January 08, 2026, Meeting

**Motion to continue the approval of the minutes to the next meeting.** (Jurka, Beltran) Roll Call Vote.

Approve: Moseley, Jurka, Stern, Beltran, Harris

Deny:

**Motion Passed Unanimously. 5-0**

#### Business Items

2. Discussion/Confirmation Regarding Hearing/ Election Date - The Board continued discussion regarding the Monument Ridge West, LLC annexation (commonly referenced as the Buc-ee's annexation), focusing on the relationship between the hearing process and any election timing under the Town's code. Town Clerk Romero stated she was unable to provide direction or information pertaining to the discrepancies with the election and hearing date until legal council is retained.

Trustee Moseley referenced the October 23, 2025, meeting and stated that an election date discussion occurred late in that meeting, following public comment, and that a motion was made to move an election date to February 19. He emphasized that, the dates were separately set for February 5 during the October 2 meeting and were not discussed during the October 23 election-date discussion. He then cited Title 17, Chapter 14.040(B), 8 of the Town Code, stating that the Code places an election after completion of the hearing process. Based on that interpretation, he stated he did not believe an election could be set prior to completion of the required hearings and asked whether the Board had consensus to follow the Code as written. The Mayor responded that the September 19 election may have impacted the Town's annexation/election process and reiterated his opinion that the Town should obtain a declaratory judgment to establish firm legal standing before finalizing the process moving forward.

Additional discussion occurred regarding prior legal discussions and draft resolutions previously brought forward by former Town Attorney including ballot language and election-date resolutions. It was noted that there are concerns about items being listed as “failed” in the online repository when they were continued but not returned to the agenda.

Trustee Moseley made a motion stating the Town should follow the current code and process for the items before us. Trustee Jurka raised two clarifications: (1) concern with applicants influencing ballot language, and (2) reference to a Gazette/Telegraph article stating Buc-ee’s was no longer coming to Palmer Lake, requesting confirmation of any official notice. It was stated the only formal notification received was correspondence provided to the Town Clerk and included in the Board packet. Town Clerk Romero confirmed receipt of correspondence related to Monument Ridge West, stated it had been distributed and entered into the record, and clarified she could not provide legal interpretation without counsel. An opinion was offered a non-legal summary that the correspondence indicated the applicant would participate in hearings “under protest” if hearings were held before an election. Trustee Moseley provided his opinion on what the letter meant. Trustee Moseley stated his motion stands that we abide by the code as it is written and that the election is the last step in the process. The mayor provided clarification regarding Trustee Jurka interpretation pertaining to the writing of the ballot language. The Mayor called for a second to the motion. Town Clerk Romero noted that the agenda item had been noticed only as a discussion and confirmation regarding the hearing and election dates, and was not prepared as an action item. She requested direction from the Board on whether they wished to amend the agenda to allow formal action. Trustee Moseley disagreed, stating the motion was appropriate under the current discussion, and the Mayor then opened the item for public comment.

#### **Public Comment**

Mark Waller - expressed concern that the Board was considering taking action on matters not properly agendaized. He stated that any action item requires at least 24 hours’ public notice and emphasized the importance of transparency and allowing public participation. He recommended that any vote related to the annexation process or election procedures be properly noticed and placed on a future agenda.

Steve Draper - commented on the agenda process and noted challenges he perceived regarding placing items on the agenda.

Darren Fike - clarified that the Board’s discussion appeared specific to the Monument Ridge West annexation and was not intended to establish permanent policy, but rather to follow the existing Town Code for that particular annexation process and stated it was acceptable to take a vote.

Kevin Dreher- stated that the agenda listed the item as discussion and confirmation, not action, and expressed concern that any vote without proper notice could affect future annexations. He emphasized the need for consistency and transparency.

The mayor stated we need set consistent policy for current and future annexations. The Mayor stated he could not support taking action tonight. It could be put on a future agenda item and vote on it. Trustee Moseley stated his disagreement and proceeded with a new motion.

**Motion to continue the hearing and election date of the Monument Ridge West Annexation to February 19<sup>th</sup>.** (Moseley, Harris) Roll Call Vote.

Accept: Moseley, Jurka, Harris,

Deny: Stern, Beltran,

**Motion Passed. 3-2**

3. Discussion/Update Interim Town Attorney - An update on the interim town attorney was provided, with 16 attorneys contacted to date, and some having no capacity or time for the town's needs. The process of securing legal counsel for the Town is ongoing. The Request for Proposals (RFP) for a permanent Town Attorney is advertised to close on February 5 at 5:00 PM, after which staff will review the submissions and present them to the Board for consideration. If the number or qualifications of applicants are not sufficient, the Board may choose to extend the RFP period to allow additional firms to apply. The option for possibility of engaging an interim Town Attorney to ensure continuity of legal services while the permanent selection process is completed was discussed. The Board anticipated discussing interim options and determining the best course of action at the February 12 meeting, including whether to proceed with an interim appointment or select from the permanent RFP applicants.

The overall objective is to secure the most qualified legal counsel for the Town as efficiently as possible, whether through the permanent RFP process or an interim appointment. Availability, including the ability to attend regular Thursday meetings, will be an important consideration in the selection along with the cost. An interim appointment, if pursued, could be structured for a defined period, such as six months, with the option to extend or return to the RFP process if needed.

4. Discussion/Direction on the Process for Appointing Replacement Trustees, Including Review & Revision of Interview Questions The process of appointing replacement trustees, including review and revision of interview questions. The Board discussed the process for appointing replacement Trustees, including reviewing and refining interview questions to ensure a clear, consistent, and fair selection process. The application period for the vacant Trustee positions has closed, and four applications were received. Interviews and potential appointments are scheduled for the February 12 work session at 4:30 p.m., with formal action anticipated during the regular meeting.

Trustees were asked to submit proposed interview questions, with a recommended limit of three questions per Trustee, to Town Clerk Romero by February 4. Staff will compile and track the questions during the interviews to ensure consistency and avoid duplication.

Staff also provided an update on the remaining Board vacancies and will continue to keep the Board informed as the process moves forward.

Town Clerk Romero requested direction regarding preparation of the appointment resolutions. Historically, the Town Attorney prepared and reviewed resolutions prior to presentation to the Board for official action. Due to the current absence of legal counsel, Clerk Romero requested guidance on how to proceed. The Board discussed using existing templates

for appointment resolutions and, if needed, seeking review through CIRSA or other available legal resources.

The Board directed Trustees to submit their interview questions to Clerk Romero by February 4, and confirmed that the appointment of two replacement Trustees would be placed on the February 12 regular meeting agenda for consideration.

Trustee Beltran shared his appreciation for involvement and the public interest in the Board of Trustee vacancies.

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### **Board Reports**

Trustee Moseley stated the Town is looking for a new administrator and suggests reaching out to the public in Palmer Lake for potential candidates and directs them to contact Town Clerk Erica Romero. Erica reminded the board they are still currently under contract with SGR for the recruiting of this position.

Trustee Jurka reminded the board on the status of the Dark Sky Initiative.

Mayor Stern provided an overview on the Tri Lake Economic event he attended and spoke at.

Trustee Beltran thanks everyone for their support.

Trustee Jurka stated there is interest for anyone looking to open a business in Palmer Lake.

### **Adjourn**

**Adjourned at 7:54PM( Beltran, Moseley)**

\_\_\_\_\_  
Town Clerk- Erica N. Romero

\_\_\_\_\_  
Mayor Dennis Stern

FILTRONICS, Inc.

16872 Hale Avenue, Unit B  
Irvine, CA 92606

# Progress Invoice

Item 2.

Date	Invoice #
2/19/2026	420494

Bill To
Town of Palmer Lake Attn: Accounts Payable 42 Valley Crescent Palmer Lake, CO 80133

Ship To
Attn: Steve Orcutt 42 Valley Crescent Palmer Lake, CO 80133

S.O. No.	P.O. No.	Terms	FOB	Job	
380308		50% Down, 50...	Irvine, CA	Well A-2	
Item	Description		Est Amt	Curr %	Amount
1401-1200	Media, Full Load - EM-I, FH-12		33,085.00	50.00%	16,542.50T
1113-0225-12x16	Manway Gasket, Oval, 12" x 16", Neoprene		42.00	50.00%	21.00T
1113-0025-24x...	Manway Gasket, Disc, 24" OD As an alternative to PVC, you may choose to		61.00	50.00%	30.50T
2303-1204-2	Assemblies - Filtronics, Laterals - Complete Set, FH-12, 304 Stainless Steel		6,200.00	50.00%	3,100.00T
9101-0200	Freight is not included. It is estimated, based on the prior project, that it would cost between \$2,500 to \$3,000 for shipping Freight Out Out-of-state sale, exempt from sales tax				2,800.00

Please email invoice questions to: <a href="mailto:ap@filtronics.com">ap@filtronics.com</a>	<b>Subtotal</b>	\$22,494.00
A SERVICE CHARGE OF 2.5% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS. IMPORTANT: THIS INVOICE IS SUBJECT TO FILTRONICS STANDARD TERMS AND CONDITIONS	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$22,494.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$22,494.00



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> February 26, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Town Clerk /Updates/Follow Up
<b>Presented by:</b> Erica Romero Town Clerk		

**Board and Commission Vacancy & Term Overview**

- BOA Beth Harris (Trustee)
- Planning Commission – No applicants
- One Applicant Received for Parks Commission being presented tonight
- Completed New Board Member Training & Onboarding 2/20

**Follow up questions & Items**

- 1. Question from Trustee Moseley -Voided checks 51233-51254 were due to a printing error (report attached).**
- 2. Question from Trustee Jurka Buc-ee’s check 51323 was refund of over-payment (details attached).**
- 3. Question from Trustee Jurka The 3 CKT checks were for PD/CJIS IT monthly services (3184.75), everybody else IT (2804.30) and firewall upgrade required by CJIS.**

PMT	12/11/2025	\$2,804.30
PMT	12/18/2025	\$3,184.75
PMT	12/30/2025	\$1,475.00

- 4. Question from Trustee Moseley The 2 CMI checks were due to one check being lost in the mail, voided, stop payment, and reissue.**

HIST	<input type="checkbox"/> 50879	PMT	7/24/2025	\$12,787.50	\$0.00
HIST *	<input type="checkbox"/> 50799	PMT	6/26/2025	\$12,787.50	\$12,787.50

Fee Schedule – Forthcoming

**Treasurer/Financial Updates**

- Audit Status – Hinkle
  - Set up 1-week prior review of final audit for BOT – Pending Auditor
- RFP Audit 2025 – Looking for Direction – S

**Workshop Calendar Items –**

- Development Review Committee 1/22- Completed
- CML/Board Training 1/22 Completed
- Interview BOT Applicants 2/12 Completed
- Setting the Agenda policy (Title 2)- tbd (AMM Select Implementation)



- Board Conduct – Scott presented samples waiting for direction-
- Dark Sky – tbd Trustee Jurka is working with someone and will follow up with a date perhaps in March
- Town Revenue – tbd
- Water Workshop – tbd
- Board Appointments – tbd

**Little League Update** – We are happy to announce Tri Lakes Little League will be utilizing the baseball field this year for Tball & Rookies Division this is great community partnership, and we look forward to having them back. More formal information to follow-

**Additional Items** – Bond Requirement – In progress

**The approved agenda-setting - authorizing the Mayor, Town Administrator, Town Clerk, Town Treasurer, or Town Attorney to add items to the agenda, and allow agenda items to be added by two trustees, provided materials are submitted to the Town Clerk by 9:00 a.m. on Wednesday prior to the meeting.**

Ranges:	From:	To:	From:	To:
Check Number	51233	51254	Check Date	First
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
* 51233	AIRGAS	AIRGAS USA, LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$112.38
* 51234	ALLCOPYPRODUCTS	ALL COPY PRODUCTS, INC.	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$227.57
* 51235	AMCOBIIT	AMCOBI	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$3,890.50
* 51236	BRADLEYEXCAVATI	BRADLEY EXCAVATING INC.	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$4,812.50
* 51237	CHAVEZCONSULTIN	CHAVEZ CONSULTING INC., LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$4,725.00
* 51238	COLORADOANALYTI	COLORADO ANALYTICAL LAB	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$100.00
* 51239	CURTISCLAAR	CURTIS CLAAR	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$3.32
* 51240	EVOQUA	EVOQUA WATER TECHNOLOGIES LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$1,513.00
* 51241	FILTRONICSINC	FILTRONICS, INC.	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$19,694.00
* 51242	HACHCOMPANY	HACH COMPANY	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$2,826.40
* 51243	HICKSCONTRACTOR	HICKS CONTRACTOR SERVICES LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$1,586.44
* 51244	HOMEDEPOTCREDIT	HOME DEPOT CREDIT SERVICES	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$1,419.73
* 51245	HYDROCORP	HYDROCORP INC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$459.45
* 51246	KROBLAWOFFICES	KROB LAW OFFICE, LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$8,207.50
* 51247	MES	MES SERVICE COMPANY, LLC	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$369.16
* 51248	KELLYBOOKSLLC	MOUNTAIN SHADOWS ACCOUNTING GR	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$5,000.00
* 51249	SPRINGSMOUNTAIN	Springs Mountain Water	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$46.95
* 51250	STERICYCLE	STERICYCLE, INC.	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$42.55
* 51251	T2SYSTEMS	T2 SYSTEMS CANADA INC.	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$105.00
* 51252	GAZETTE	THE GAZETTE	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$1,839.56
* 51253	THRIFTYTHRONES	THRIFTY THRONES	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$1,125.00
* 51254	UNCC	UTILITY NOTIFICATION CENTER OF	12/4/2025	COBANK-CKG 9495	PMCHK00000257	\$31.55
-----						
Total Checks:	22			Total Amount of Checks:		\$0.00
=====						

**Town of Palmer Lake**

PO Box 208  
Palmer Lake, CO 80133  
(719)481-2953

**Community Banks of Colorado**  
VOID 90 DAYS FROM DATE OF ISSUE  
82-201/1021  
82-201/1021

50070  
**Item 4.**

7/24/2025

PAY TO THE ORDER OF **COMMUNITY MATTERS INSTITUTE**

\$ 12,787.50

Twelve Thousand Seven Hundred Eighty Seven Dollars and 50 Cents

DOLLARS

**COMMUNITY MATTERS INSTITUTE**  
5021 Juniper  
Littleton CO 80123

*Amy Johnston*  
*[Signature]*

AUTHORIZED SIGNATURE

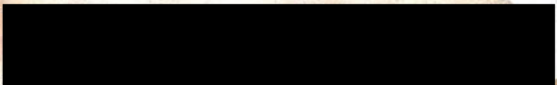
MEMO



17

Photo Safe Deposit®

Details on Back.



Town of Palmer Lake

Security - industry standards include:

- In...
- Pass...
- The...
- Photo...

*Handwritten signature in purple ink: Andrew Johnson*

Do not use:

- Any of the...
- Furtive...
- Grow...



✓ CHECK BOX FOR MOBILE/REMI...  
DATE NAME OF FINANCIAL INSTITUTION...

Item 4.

*Handwritten note:* St. Augustine for  
Community Matters Committee

# Reprint Check Remittance

**Town of Palmer Lake**

Vendor ID	Vendor Name	Check Name	Payment Number	Check Date	Check Number			
BUCEESLTD	BUC-EE'S LTD	BUC-EE'S LTD	0003793	12/30/2025	51323			
Payment Type		Check Amount						
Check		\$1,755.96						
Our Voucher Number	Your Voucher Number	Date	Amount	Amount Paid	Discount	Writeoff	Net	
0004988	12.30.25	12/22/2025	\$1,755.96	\$1,755.96	\$0.00	\$0.00	\$1,755.96	
			\$1,755.96	\$1,755.96	\$0.00	\$0.00	\$1,755.96	

**Kathy Neal**

---

**From:** Christi Birkeland  
**Sent:** Tuesday, December 30, 2025 9:10 AM  
**To:** Kathy Neal  
**Cc:** Erica Romero  
**Subject:** FW: Inv TC2025-08  
**Attachments:** Buc-ee's LTD 2021 W9.pdf



Kathy, Please include this email as the "invoice" for a check for \$1,755.96 to Buc-ee's. This refund should be coded to offset the development reimbursement revenue 10-10-4800-040. W-9 is attached. Thank you!

**From:** Christi Birkeland  
**Sent:** Tuesday, December 30, 2025 8:36 AM  
**To:** 'Jeff Nadalo' <jeff@buc-ees.com>; Angela Janik <angela.janik@buc-ees.com>; Legal <legal@buc-ees.com>; Glen Smith <gsmith@palmer-lake.org>  
**Subject:** RE: Inv TC2025-08

Okay, we will send a refund check. Please send a current W-9 with name and address.  
Thank you!

**From:** Jeff Nadalo <jeff@buc-ees.com>  
**Sent:** Tuesday, December 30, 2025 6:57 AM  
**To:** Christi Birkeland <christi@palmer-lake.org>; Angela Janik <angela.janik@buc-ees.com>; Legal <legal@buc-ees.com>; Glen Smith <gsmith@palmer-lake.org>  
**Subject:** Re: Inv TC2025-08

 **CKT Email Security couldn't recognize this email as this is the first time you received an email from this sender jeff@buc-ees.com**

-----WARNING: This email originated from outside the Town of Palmer Lake. DO NOT CLICK on any attachments or links from unknown senders or unexpected emails. Always check the sender's display name and email address are correct before you communicate.-----

Please send us a check refund. Thanks

Jeff Nadalo  
Buc-ee's, Ltd.  
General Counsel  
Direct dial - 346-774-2260  
Cell - 979-308-7872  
[Jeff@Buc-ees.com](mailto:Jeff@Buc-ees.com)

---

**From:** Christi Birkeland <christi@palmer-lake.org>  
**Sent:** Monday, December 29, 2025 5:05:55 PM

To: Angela Janik <angela.janik@buc-ees.com>; Legal <legal@buc-ees.com>; Glen Smith <gsmith@palmer-lake.org>  
Subject: RE: Inv TC2025-08

**This Message Is From an External Sender - THINK BEFORE YOU CLICK!**

Angela,

Thank you for your payment of \$17,196.36, received 12/24/25.

I recently learned that the invoice included an error. The 1,755.96 for legal publication notices were for a different annexation project, not for Buc-ee's.

Would you like us to cut a check to Buc-ee's for this amount, or would you prefer that I hold it along with the \$25,000 deposit on file?

If you would like it returned to you, please provide a W-9 with the current mailing address.

I apologize for the error and any inconvenience it may have caused.

Thank you,  
Christi

**From:** Christi Birkeland  
**Sent:** Thursday, December 11, 2025 10:37 AM  
**To:** 'Angela Janik' <angela.janik@buc-ees.com>; 'Legal' <legal@buc-ees.com>; Glen Smith <gsmith@palmer-lake.org>  
**Subject:** Inv TC2025-08

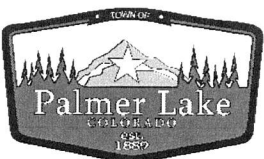
Angela,

Please process Invoice TC2025-08, attached.

Feel free to reach out with any questions.

Thank you,  
Christi

Christi Birkeland  
Management Specialist  
(719) 481-2953  
Office Hours: M-Th 7:30 AM - 5:00 PM

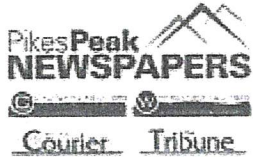


Town of Palmer Lake  
42 Valley Crescent/PO Box 208  
Palmer Lake, CO 80133

ADVERTISING INVOICE AND STATEMENT

Item 4.

The Gazette



30 E. Pikes Peak Avenue, Suite 100  
Colorado Springs, CO 80903

Account No	Advertiser Name	Page No	
10341	Town Of Palmer Lake	1	
BILLING PERIOD	FROM: 11/1/2025	TO: 11/30/2025	
Billing Date	Payment Due	Terms	Total Amount Due
11/30/2025	12/15/2025	NET 15	\$1,839.56

Thank you for your business. For questions call 719-636-0379.  
Billing dispute resolutions must occur within 30 days of invoice

Town Of Palmer Lake  
PO Box 208  
Palmer Lake, CO 80133

Previous Balance	\$319.82
Payments	(\$319.82)
Charges	\$1,839.56
Adjustments	\$0.00
Finance Charges	\$0.00
Total Amount Due	\$1,839.56

Date	Ad / Ref. #	Description	Color	Times	Size	Amount	Net Amount
11/01/25		BALANCE FORWARD					319.82
11/11/25	230852	Annexation Part 1 Pubs: Gazette.com, Colorado Springs Gazette	X	1	6x19.75	875.95	875.95
11/11/25	230852	Annexation Part 1 Pubs: Gazette.com, Colorado Springs Gazette 11/11/2025 - 11/17/2025	X	7	6x19.75	2.03	2.03
11/11/25	230853	Annexation Part 2 Pubs: Colorado Springs Gazette, Gazette.com	X	1	6x19.75	875.95	875.95
11/11/25	230853	Annexation Part 2 Pubs: Colorado Springs Gazette, Gazette.com 11/11/2025 - 11/17/2025	X	7	6x19.75	2.03	2.03
11/14/25	231167	NOTICE OF PUBLIC HEARING TOWN GAZ LEGL - GOVT 11/14/2025 - 11/20/2025		8	2x1.791667	41.00	41.00
11/14/25	231177	NOTICE OF PUBLIC HEARING TOWN GAZ LEGL - GOVT 11/14/2025 - 11/20/2025		8	2x1.875	42.60	42.60
11/10/25	51181	Payment-Thank You				-319.82	-319.82

10-21-5109-043 = 1755.96 REIMB  
10-21-5109-045 = 41.00 REIMB  
10-21-5135 (description: EcoSPA) = 42.60

ACCOUNT# ~~10-21-5135 = 83.60~~  
~~10-21-5109-040 = 1755.96~~ REIMB

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

Billing Date	PAYMENT COUPON				Terms Of Payment	Payment Due
11/30/2025					NET 15	12/15/2025
Current	30 Days	60 Days	90 Days And Over	Total Amount Due	Amount Enclosed	
\$1,839.56	\$0.00	\$0.00	\$0.00	\$1,839.56		

Thank you for your business.

12-17-25  
Reclass:  
pd 12/30/26  
to Bucess  
ck 5/323

10341  
Town Of Palmer Lake  
PO Box 208  
Palmer Lake, CO 80133

Please send your payments to:

The Gazette  
30 E Pikes Peak Avenue, Suite 100  
Colorado Springs, CO 80903-1580



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> February 26, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Town Clerk /Update SGR
<b>Presented by:</b> Erica Romero Town Clerk		

At the January 22, 2026, Board of Trustees meeting, the Board agreed to pause the recruitment process for the Town Administrator position and release all candidates. This decision was made following discussion and guidance from SGR.

Below is the current status and feedback from SGR regarding next steps:

**1. Current Status of Recruitment**

- All candidates have been formally released.
- SGR is awaiting direction from the Board regarding whether to revisit and update the recruitment brochure.
- If the Board chooses to proceed, the following steps would be required:
  - Review and approve any revisions to the recruitment brochure
  - Approve advertising outlets
  - Approve final advertisement language
  - Authorize SGR to relaunch the position

Once those steps are completed, SGR will move forward with relaunching the recruitment.

**2. SGR Recommendation**

SGR’s recommendation has not changed. They have advised that recruitment will be significantly more successful when:

- The Board is stable and settled
- Active lawsuits and recalls are resolved
- Board appointments, including the Mayor’s seat, are finalized
- Broader community issues have stabilized

SGR emphasized that recruiting for a Town Administrator is particularly challenging when the reporting authority (the Board) is in transition or subject to ongoing changes.

They also noted that while not strictly required to begin recruitment, having permanent legal counsel in place would be beneficial and could strengthen the Town’s ability to attract qualified candidates.

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**3. Direction Needed**

If the Board wishes to move forward with relaunching the recruitment, direction is needed on:

- Whether changes to the brochure are desired
- Whether advertising strategy should be modified
- Approval of updated materials

Upon receiving directions, I will coordinate with SGR to move the process forward accordingly.

Please let me know how the Board would like to proceed.



Item 6.

**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> February 26, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Resolution to Appoint Citizen Member to Parks Commission Vacancy
<b>Presented by:</b> Deputy Town Clerk		

This item is to consider the one applicant to fill the vacancy on the Parks Commission with the remaining term through January 2028.

The candidate Denaje Ferguson, was interviewed on 01/13/26 during the regular Parks Commission meeting. At this meeting with a quorum of Parks & Trails Commissioners present, they had a unanimous vote of approval to recommend his appointment to the Board of Trustees.

**TOWN OF PALMER LAKE  
EL PASO COUNTY  
STATE OF COLORADO**

**RESOLUTION NO. 16 - 2026**

**A RESOLUTION TO APPROVE A CITIZEN APPOINTMENT TO THE PALMER LAKE PARKS AND TRAILS COMMISSION, PALMER LAKE, COLORADO**

**WHEREAS**, Palmer Lake is a statutory town organized under Part 3 of Article 4 of Title 31 of the Colorado Revised Statutes; and

**WHEREAS**, pursuant to State Statute and the Palmer Lake municipal code, the Board of Trustees is authorized to approve the recommendation of appointed officials to the Parks and Trails Commission; and

**WHEREAS**, at the regular meeting on January 13, 2026, the Parks and Trails Commission recommended approval of a citizen appointment to fill a vacancy.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE OF EL PASO COUNTY, COLORADO, AS FOLLOWS:**

**Section 1.** The following individual is appointed to fill the 2026-2028 remaining vacancy for the Town of Palmer Lake Parks and Trails Commission:

Two Year term ending January 2028 – Denaje Ferguson

**Section 2. Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3. Repeal.** Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26th DAY OF FEBRUARY 2026.**

TOWN OF PALMER LAKE, COLORADO

\_\_\_\_\_  
Dennis Stern, Mayor

ATTEST:

By: \_\_\_\_\_  
Erica N. Romero, Town Clerk



**TOWN OF PALMER LAKE  
BOARD OF TRUSTEES - AGENDA MEMO**

<b>DATE:</b> February 26, 2026	<b>ITEM NO.</b>	<b>SUBJECT:</b> Retaining Legal Counsel/ RFP
<b>Presented by:</b> Glen Smith Interim Town Admin		

**Purpose**

The purpose of this memo is to provide an update on the Town Attorney Request for Proposals (RFP) process and to outline the next steps for Board review, presentations, and potential selection. This memo is intended to ensure alignment with the previously established and communicated process referenced in prior memos dated January 30, 2026, and February 12, 2026.

**RFP Response Summary**

As previously communicated, the Town issued a Request for Proposals for permanent legal counsel. At the close of the approved extended advertised deadline, 2/20/26 5pm, the Town had received three (3) complete responses from qualified law firms. These responses were received in accordance with the published procurement timeline and requirements.

Town staff is currently evaluating the proposals from an administrative and operational perspective, consistent with the structured and transparent RFP process previously outlined to the Board. This evaluation includes review of qualifications, municipal experience, availability, cost and alignment with the Town’s legal service needs.

**Distribution of Materials to the Board**

Per the Boards request staff has provided proposals to the Board of Trustees in their updated Board Packet for the February 26, 2026 Regular Meeting and staff is prepared to discuss and provide additional information.

**Scheduled Presentations**

During the March 12, 2026, work shop, each of the three responding firms will present to the Board of Trustees. Each firm will be allotted approximately fifteen (15) minutes to outline their qualifications, experience, and approach to providing general counsel services to the Town. These presentations are intended to give the Board an opportunity to hear directly from each firm, ask questions, and evaluate their qualifications prior to considering any selection or authorization to enter into negotiations.

**Potential Board Action**

Following the presentations and discussion, the Board may choose to take action at the March 12, 2026, Regular Meeting to identify a preferred firm and authorize staff to enter into negotiations for an agreement for legal services. Selection at this stage would authorize negotiation only; final agreement terms would be brought back to the Board for approval prior to execution.

**Alignment with Established Process**

Staff appreciates the support the board has provided us with this process and the Town remains consistent with the previously communicated procurement structure, which emphasized transparency, fairness, and adherence to municipal procurement best practices, while ensuring the Board retains final authority in the selection of legal counsel.

Staff will continue to support the Board throughout the evaluation and selection process and to retain legal services for the Town.



## TOWN OF PALMER LAKE

### Request for Proposal – Legal Services

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#### INTRODUCTION

The Town of Palmer Lake is a Statutory Town in El Paso County, Colorado, United States. Palmer Lake is one of three communities in the Tri-Lakes region between Denver and Colorado Springs. Located off Interstate 25, near two major metropolitan centers, Palmer Lake is a growing community on the Front Range of the Rocky Mountains with a population of approximately 2600.

#### PURPOSE AND SCOPE OF WORK

The purpose of this project is to find an individual and/or firm representing the Town of Palmer Lake as its Town Attorney.

- Review and/or draft agreements, contracts, resolutions and ordinances to ensure compliance with state, federal and local laws.
- Act as legal advisor to the Town of Palmer Lake Board of Trustees, Planning Commission, Parks Commission, the Board of Adjustments, and Town Staff as requested.
- Provide legal training for Board Members and Staff.
- Provide guidance on personnel matters.
- Attend Board meetings and Planning and Zoning Commission meetings as needed.
- Provide guidance on general municipal procedures including Colorado Open Meetings Law, The Colorado Open Records Act, liquor licensing and municipal election law.
- Review and/or draft legal documents related to real estate acquisitions, easements, variances, rights of way and other property and land use issues.
- Research and submit legal opinions on municipal or other legal matters as requested.
- Assure compliance with all ordinances, state and federal laws, and provide guidance on any legislative matters or changes that may affect the Town.
- Involvement in other legal matters as requested.
- Coordinate with outside Counsel regarding litigation on behalf of the Town.

## **PROPOSALS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

- Describe your experience with local government specific to statutory towns and municipal laws.
- Firms should provide the name and qualifications of the person proposed to provide the Town Attorney services to the Town. This is the person that will be appointed as Town Attorney from your firm.
- Firms should provide the names and qualifications for each supporting member of the Town Attorney team and how they will be utilized by the Town Attorney.
- Describe any knowledge or experience that makes you, or any attorney(s) in your firm, particularly qualified to fulfill the Town Attorney duties.
- Provide the name of your professional liability, insurance carriers, and insurance limits on each policy.
- Disclose any potential conflicts of interest that you or any member of your firm may have in relation to the Town of Palmer Lake including any prior contact or association with board members or employees.
- List Town Attorney and supporting staff rates and any other applicable billable rates and expenses, such as mileage, travel time, photocopying and postage.
- Include statement of qualifications.
- Provide list of current towns and/or cities that you and/or your firm have and currently represent.
- Provide a minimum of three municipal client references.

## **REQUIRED SUBMITTALS**

The consultants(s) shall not contact board members or employees during the submittal and selection process.

1. The consultant(s) shall provide the proposal by physical delivery, mail, or by email. Additional explanatory and supplemental materials may be submitted under a separate cover, if desired.
2. Introduction/Executive Summary: Introduce your firm or business and provide an overview of your experience and interest in this service. As an Appendix to the RFP, provide team members' resumes.
3. Project Experience: Provide a list of similar work or experience with a comparable service scope.
4. Provide a schedule of fees and charges associated with each of the Scope of Work items. Outline any reimbursable expenses.

## **SELECTION PROCESS**

The Town Board of Trustee and/or the Town Administrator and Town Staff will review all proposals. The proposals will be scored on the following criteria:

1. Quality and thoroughness of the proposal.
2. Municipal Government Experience
3. Consultant's experience and past performance in completing similar projects.
4. Cost.

## **ADDITIONAL CONDITIONS AND INFORMATION**

**ACCEPTANCE OF PROPOSAL:** It is expressly understood that the TOWN reserves the right to reject any or all responses to this RFP. Final selection will be based on the proposal's apparent ability to best meet the overall expectations of the Town as determined solely by the Town.

**COST OF PROPOSAL AND CONSULTANT(S) EXPENSES:** Expenses incurred in the preparation of proposals in response to this RFP are the Consultant(s) sole responsibility. The Owner assumes no responsibility for payment of any expenses incurred by any Consultant(s) as part of the RFP process.

**LATE PROPOSALS:** Late proposals will not be considered.

**OPEN RECORDS ACT:** Notwithstanding any language contained in the proposal to the contrary, all proposals submitted to the Town become the property of the Town. Any information considered proprietary should not be included or clearly identified as confidential.

**OPENING OF PROPOSALS:** The Town reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.

**IRREGULARITIES:** The Town reserves the right to waive any and all irregularities contained within a proposal.

## **PROPOSAL SUBMITTAL DEADLINE**

The deadline for submittals is February 20, 2026, 5pm

Late submissions will not be considered.

Questions and inquiries regarding the RFP should be directed to Glen Smith, Interim Town Administrator, 719.481.2953 or [gsmith@palmer-lake.org](mailto:gsmith@palmer-lake.org) prior to the submittal due date. The Town will issue a response to all questions by email.

# Zuckerman Legal

1500 N Grant St # 5538

Denver, CO 80203

[www.zuckerman-legal.com](http://www.zuckerman-legal.com)

720.357.4294

Town of Palmer Lake

Glen Smith, Interim Town Administrator

42 Valley Crescent | PO Box 208 | Palmer Lake, CO 80133

*Delivery via electronic mail at [gsmith@palmer-lake.org](mailto:gsmith@palmer-lake.org)*

## ENGAGEMENT and FEE PROPOSAL

Dear Mr. Smith:

Thank you for the Town of Palmer Lake's interest in Zuckerman Legal (the "**Firm**") as potentially assuming the role of interim Town Attorney. This engagement and fee proposal ("**Proposal**") is to offer terms of the Firm's representation of the Town as well as the Town's obligations as a client.

**REPRESENTATION:** The Firm will represent the Town on an interim basis as the Town Attorney and perform, as the need arises, the services listed under the "Purpose and Scope of Work" section of the Town of Palmer Lake's "Request for Proposal – Legal Services." The Town is engaging and authorizing the Firm to take any reasonable and customary actions which municipal attorneys take in conjunction with representation of municipal clients. For cause (and subject to court approval in certain cases), the Firm may at any time withdraw from representing the Town.

**THE TOWN'S OBLIGATIONS AND RESPONSIBILITIES:** The Town agrees to (1) cooperate fully with the Firm and promptly provide the Firm with all information known by or available to the Town which relates to relevant matters; (2) inform the Firm immediately of any changes in the circumstances of such matters; (3) respond on a timely basis to inquiries made by the Firm; (4) pay statements in full and on time, and (5) comply promptly with any Court order. The Town may terminate this engagement at any time, with or without cause, subject to court approval if the

Firm has filed an appearance as the Town's attorney in court, whereby the court would have to approve withdrawal of representation. In any event, the Town will remain responsible for payment of all fees and expenses incurred and charged by the Firm.

**FEES AND COSTS:** The Town will pay fees for the legal services the Firm performs on the Town's behalf. The hourly rate which would be charged by Harmon Zuckerman, Esq. for this matter is \$245.00, and fees will be assessed as the amount of time Mr. Zuckerman spends working on Town matters (in tenths of an hour) multiplied by the hourly rate. Travel to and from regularly scheduled meetings of the Board of Trustees will be charged at \$150.00/hour. All other Town-related travel will be charged at the regular hourly rate. The Firm will require reimbursement for any cost incurred by the Firm in connection with its handling of Town matters, including but not limited to mileage (at the current IRS per-mile rate), other travel-related expenses, postage, and service of process.

C.R.S. § 6-1-737(3)(b)(II) disclosure:

**The total price for legal services to be provided under this Proposal cannot be precisely determined at this time due to the nature of legal work. Time spent working on municipal matters and reimbursement of expenses incurred in the Firm's representation of the Town will be the basis for the total price.**

**MONTHLY STATEMENTS:** The Firm will prepare and send the Town statements monthly, at the electronic mailing address the Town specifies, detailing the legal services which were provided to the Town and setting forth the fees, costs, and expenses due and payable related to same. Every statement will contain a link to an electronic payment portal, and the Town agrees to pay via such portal unless the Town has arranged with the Firm to pay by other means.

**PAYMENT:** The total statement amount shall be paid to the Firm within fifteen (15) calendar days of the statement date. Any payment or portion thereof which remains outstanding thirty (30) calendar days after its statement date may, at the option of the Firm, be assessed interest at the rate of eighteen percent (18%) per annum (one- and one-half percent (1.5%) per month) until paid. The Firm may suspend work if billings are not timely paid.

**EXPECTATION OF SUCCESS.** The Firm agrees to provide competent service in every matter, but it cannot and will not promise or guarantee success in any matter. There is always a risk that others may disagree with the positions we take,

and there is no guarantee that a legal document, including any we draft, will be enforced or interpreted as the Town or we intend.

**DEFAULT AND WITHDRAWAL.** The Town’s failure to pay any amount due and owing to the Firm as provided above, or failure to otherwise comply with the terms of this Proposal, should the Parties execute a contract for services (an “**Agreement**”), would constitute a default under that Agreement and serve as the Town’s specific authorization and direction for the Firm to immediately cease performing legal services and/or withdraw from representation of the Town. In case of withdrawal, the Town is still obligated to pay when due all fees, expenses, and other sums due to the Firm. In the event the Firm employs any attorney, including the Firm, to enforce that Agreement and/or collect any sums due thereunder, the Town agrees that the Firm may include all the Firm’s costs, expenses, and attorney’s fees as part of any action and judgment the Firm may obtain, and that such a judgment shall earn interest at the default rate of eighteen percent (18%) per annum.

**DISPUTES.** The terms of the Agreement would be governed by the laws of the State of Colorado. If a claim or dispute arises between the Town and the Firm regarding the Firm’s legal services or its billing, it is agreed that the Town shall not file any lawsuit against the Firm without first participating in a minimum three-hour mediation session aimed at settling the dispute by mutual agreement, with each party to equally share in the cost of the mediator or mediation services. The parties shall participate in such mediation in good faith, but neither party shall have an obligation to compromise or settle against the party’s will.

Thank you for considering the Firm, and me personally, for this very important position.

Yours Truly,  
Zuckerman Legal



By: Harmon Zuckerman, Esq.  
*harmon@zuckerman-legal.com*

# TOWN OF PALMER LAKE 2026 - REQUEST FOR PROPOSAL TOWN ATTORNEY



A Mountain Law Firm

February 5, 2026  
Town of Palmer Lake  
42 Valley Crescent  
Palmer Lake, CO 80133

**To Glen Smith and The Town of Palmer Lake Board of Trustees:**

JVAM PLLC is pleased to submit this proposal in response to the Town of Palmer Lake’s Request for Proposals for Town Attorney. JVAM offers a deep bench of experienced municipal attorneys prepared to provide comprehensive legal services, including strategic counsel on complex matters and day-to-day advisory work arising from governance, personnel, land use, and related municipal issues.

JVAM proposes a dedicated team led by partner Kent Whitmer, with support from partners Katie Randall and Sean Lemieux, attorneys Cooper Gehle and Jessica Karikas, and legal assistant Catherine Trotter. This team is well positioned to deliver responsive, practical, and cost-effective legal support tailored to the needs of the Town of Palmer Lake. Each member would be used extensively, with Kent’s oversight. Each team member has unique talents that would be utilized to the benefit of the Town of Palmer Lake.

I bring over 37 years of Colorado legal experience and a broad practice encompassing municipal law, real estate, water, special districts, and civil litigation. My familiarity with Colorado’s statutory framework and my pragmatic approach to municipal problem-solving enable me to address the full range of issues typically confronting a town attorney.

I currently serve as Town Attorney for the Town of Fraser, Colorado, a statutory municipality, a role I have held since August 2021. In that capacity, I have provided comprehensive legal counsel to the Town, including representation in one of the most significant matters in Fraser’s recent history. The case involved litigation brought by the Town’s largest developer concerning approximately 110 acres of land. After five years of litigation, including a 13-day preliminary injunction hearing and a subsequent trial, I successfully defended the Town on all claims and secured an award of the town’s full costs and attorney fees, exceeding \$1.3 million. The matter received regional attention and was featured in [Sky-Hi News](#).

Beyond complex litigation, I routinely advise on the full spectrum of municipal legal matters, including public works and service contracting, personnel and employment issues, land use review, code enforcement, eminent domain, board and trustee representation, Colorado Open Records Act compliance, resolution drafting and review, and liquor licensing. This breadth of experience ensures continuity, sound judgment, and practical guidance in both routine operations and high-stakes matters.

In addition to my current service as town attorney, I represent multiple special districts, work that closely parallels the duties and responsibilities of municipal counsel. This experience further reinforces my familiarity with governance, statutory compliance, contracting, and public entity operations.

I also bring substantial business experience that informs my legal judgment. Early in my

career, I became a business owner in Grand County, where I developed a practical understanding of operations, finance, and risk management while expanding my legal practice in real estate law. During this period, I founded and operated a solo law practice focused exclusively on real estate matters.

In response to broader economic conditions during the Great Recession, I expanded my practice to include civil litigation and trial work, collections, business formation, and general business advisement. I have since owned and managed a successful business, built and led a successful law firm, which later absorbed three retiring firms to expand my experience to include HOA and private clients and water law, before merging with JVAM, where I now serve as an equity partner.

This combination of municipal, special district, litigation, and business experience provides me with a well-rounded and pragmatic perspective when advising public entity clients. My background allows me to quickly assess legal issues in their operational context and provide sound, efficient guidance grounded in real-world experience.

I am backed by a team of partner attorneys, associates, and paralegals with decades of experience that provide clients of JVAM with responsiveness and capabilities above and beyond the typical regional firm.

We understand the importance of fostering a collaborative environment to address shared complex issues that arise for the Town of Palmer Lake. Our approach emphasizes open communication and cooperation among all stakeholders, ensuring that solutions are both legally sound and practically effective.

We are confident in our ability to effectively represent the Town of Palmer Lake in all municipal matters. Our team's extensive experience and commitment to excellence make us well-suited to handling the complexities of your municipal, personnel, and land use matters.

Sincerely,



Kent Whitmer  
Partner

## About Kent’s Team

**Katie Randall** is a partner at JVAM whose practice focuses on water rights and local government representation, serving special districts, water conservancy districts, and private property owners throughout Colorado’s West Slope. She has substantial experience with Water Court adjudications, well permitting, and water rights due diligence in connection with real estate transactions. Her deep understanding of Colorado water law and regulatory processes allows her to provide effective, practical counsel in complex water rights matters.

**Sean Lemieux** is a partner at JVAM with more than 25 years of legal experience, serving clients across Grand County and Colorado’s mountain communities. His practice encompasses complex family law, estate planning, and probate litigation, with extensive experience representing clients in both trial and appellate courts. Drawing on decades as a sole practitioner, Sean provides strategic, practical counsel grounded in sound judgment and effective advocacy.

**Cooper Gehle** is an associate attorney with experience supporting a range of legal matters following his admission to practice in Colorado. He earned his law degree, magna cum laude, from Michigan State University College of Law and brings a strong academic foundation and practical experience from prior legal roles in both private practice and legal services. His background and training enable him to provide thoughtful, detail-oriented support to clients across a variety of legal issues.

**Jessica Karikas** is an attorney at JVAM whose practice encompasses real estate and transactional matters, water rights, land use and development, business formation, and estate planning and probate. She brings a multidisciplinary background in environmental science and law, with experience in contract drafting, legal analysis, and litigation support. Her strong attention to detail and commitment to effective advocacy allow her to provide thoughtful, reliable counsel to clients across a range of complex legal matters.

**Catherine Trotter** is a Legal Assistant at JVAM with substantial experience supporting real estate, water, business, and local government matters. She brings over two decades of municipal planning leadership as former Town Planner for the Town of Fraser, with deep expertise in land use regulation, zoning, and governmental processes. Her combined background in legal operations and public sector planning provides JVAM clients with informed, reliable support in complex regulatory and transactional matters.

## About JVAM

JVAM has office locations in Aspen, Basalt, Glenwood Springs, Buena Vista, Fraser Valley, Paonia, Salida, and Winter Park. We serve the Arkansas River Valley, the Roaring Fork Valley, and clients' needs and interests across Colorado.

Our lawyers are sophisticated, approachable, practical, and reasonable. Their experience across real estate, business, water rights, contracts, leases, litigation, and more areas of the law equips them to serve the broad and unique needs of people who live and do business in our mountain communities. Our attorneys are down-to-earth people who deliver work that is cost-effective and worth your investment.

## Why JVAM?

JVAM hosts a capable team of attorneys, paralegals, and assistants well situated to meet the expectations and needs of the Town of Palmer Lake. We propose Kent Whitmer primarily support the Town of Palmer Lake with the support of our 19 other attorneys and 9 paralegals and legal assistants.

JVAM's attorneys are free to focus on the needs of their clients. By maintaining a well-trained team of assistants and administrators, our attorneys are unencumbered by the day-to-day demands of business management and solely focused on clients' priorities.

JVAM utilizes an experienced team of paralegals that bill at favorable rates to ensure that legal administrative steps such as filings, docketing, and general preparations, communications, and facilitations, are managed in the most cost-effective manner possible for clients. This allows our attorneys to focus on substantive work, communications, and collaboration with the greatest benefit to the clients we represent.

JVAM also maintains a team of dedicated financial professionals who ensure billing, payments, and any other financial logistics are handled in the most efficient, clear, and cost-effective manner possible.

## Conflicts of Interest

Currently, we have determined no known conflicts of interest with existing or previous clients of JVAM PLLC.

## Meeting Attendance

Attorneys representing the town would be willing to attend in-person or remote as decided by the town manager, the town trustees, and the attorney attending the meeting.

## Terms & Fees for Service

JVAM invoices clients for services on an hourly basis, billed in 1/10<sup>th</sup> of an hour increments. Additionally, JVAM invoices clients for all expenses incurred on the client's behalf. Invoicing occurs monthly. For our municipal clients, we provide Net 60 terms. More details regarding terms of service, invoices, and other information may be found in the engagement agreement attached.

## Rates

For the Town of Palmer Lake, we will provide special reduced hourly billing rates for legal fees.

	<b>Standard Rate</b>	<b>Special Rate for Town of Palmer Lake</b>
Kent Whitmer	\$450	<b>\$350</b>
Partners	\$425 – \$605	<b>\$300 - \$350</b>
Associates	\$250 – \$325	<b>\$250</b>
Paralegals	\$195	<b>\$135</b>

<b>Expense Categories</b>	<b>Proposed Rates</b>
Travel from Winter Park to Palmer Lake	\$500/round trip
Black & White printing in excess of 500 pages	\$0.25/page
Color printing in excess of 500 pages	\$0.10/page
Postage in excess of 20 mailers	\$0.75/mailer

## Project Experience

Per the request of the proposal, please see a list of similar work experience with a comparable service scope for Kent.

- 1. Grand County Title and Escrow Company, Inc.** – Grand County, CO  
*Owner & Manager*  
Provided legal and managerial oversight for complex title, real estate, and land use matters, developing extensive experience in property transactions and regulatory compliance.
- 2. The Whitmer Law Firm, LLC** – Grand County, CO  
*Owner & Manager*  
Led a diverse legal practice with a focus on real estate, land use and development, water law, business formation, and civil litigation.
- 3. The Whitmer Law Firm, LLC** – Grand County, CO  
*Principal Attorney*  
Expanded the firm’s practice to include representation of multiple governmental entities, serving as general counsel and providing comprehensive municipal legal services
- 4. Additional Comparable Experience**  
*Town Attorney* – The Town of Fraser  
*General Counsel* – Middle Park Water Conservancy District, Granby Sanitation District, Grand County Water and Sanitation District, Winter Park Water and Sanitation District

## Insurance Information & Limits

Per the request of the proposal, JVAM’s professional liability insurance provider is QBE, with limits of \$2,000,000 per claim and \$2,000,000 annual aggregate.

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## References for Kent Whitmer

### **Town of Fraser**

Michael Brack – Town Manager  
[mbrack@town.fraser.co.us](mailto:mbrack@town.fraser.co.us)

### **Winter Park Water & Sanitation District**

Kent Bossard – President  
[kentb@wpwsd.com](mailto:kentb@wpwsd.com)

### **Grand County Water and Sanitation District**

William Buff Borrás – Manager  
[wborras@gcws1.com](mailto:wborras@gcws1.com)

### **Granby Sanitation District**

Tom Swift – Manager  
[tomswift@granbysanitation.com](mailto:tomswift@granbysanitation.com)

### **Middle Park Water Conservancy District**

Jack Buchheister – Board President  
[jack@westportalprop.com](mailto:jack@westportalprop.com)

*Additional professional references are available upon request.*

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## KENT WHITMER

Fraser, CO | kent@jvamlaw.com | 970-531-1126

### BAR ADMISSIONS

Admitted to practice in: Wyoming (1989); Montana (1990); Colorado (1992)

### EDUCATION

FORT LEWIS COLLEGE, Durango, CO  
BA in Business Administration, 1984

UNIVERSITY OF COLORADO, Boulder, CO  
MBA and JD, 1989

### EXPERIENCE

#### **JVAM LAW**, Fraser, CO

*Equity partner*, 2025 — Present

- Merged The Whitmer Law Firm with JVAM to acquire access to significant legal depth and support

#### **THE WHITMER LAW FIRM LLC**, Grand County, CO

*Owner & Manager*, 2016 — 2025

- Expanded practice to include government entity general counsel representations, including Town Attorney for The Town of Fraser, and General Counsel for Middle Park Water Conservancy District, Granby Sanitation District, Grand County Water and Sanitation District, Winter Park Water and Sanitation District
- Purchased retiring attorney Rich Newton’s law practice in 2016, creating exposure to representing HOA and private clients.
- Purchased retiring attorney Stan Cazier’s law practice in 2018, expanding practice areas to include water clients, water conservancy districts, water and sanitation districts, and district client representation
- Purchased retiring attorney Rod McGowan’s law practice, becoming Town Attorney for Fraser and general counsel for a sanitation district in Granby.

#### **GRAND COUNTY TITLE AND ESCROW COMPANY INC**, Grand County, CO

*Owner & Manager*, 1991 — 2015

- Extensive experience in title, real estate, and land use matters.

#### **THE WHITMER LAW FIRM LLW**, Grand County, CO

*Owner & Manager*, 1991 — 2015

- Practice areas in real estate, land use, development, water, business formation, and civil litigation.
- Expanded practice to civil litigation, trial work, collections, business formation, and advisement.

#### **THRONE LAW FIRM**, Sheridan, WY

*Associate Attorney*, 1989 — 1991

- General practice with an emphasis on oil and gas law, developing skills in real estate law and title examination, civil litigation, family law, and collections
- Diversified practice areas to assist the County Attorney with litigation matters on an ad hoc basis

### SKILLS

- 37 years of diverse business and legal experience
- Ability to quickly assess a situation and determine the real issues at hand
- Common-sense approach to problem-solving



# PROPOSAL

## Legal Services for the Town of Palmer Lake

Wyatt Hamilton Findlay, PLLC  
200 Quebec St., Ste 300-111  
Denver, CO 80230

[www.whflegal.com](http://www.whflegal.com)

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# WYATT HAMILTON FINDLAY, PLLC

MUNICIPAL LAW | ECONOMIC DEVELOPMENT | LAND USE

February 3, 2026

RE: Proposal for Town Attorney  
Town of Palmer Lake

Honorable Mayor and Board,

We are honored to present this proposal to you, underscoring our deep commitment to the continued and future prosperity of Palmer Lake.

Having proudly served as counsel for more than thirty cities and towns, we appreciate the tremendous effort required to safeguard the authentic essence of rural communities while orchestrating the managed growth that residents and local businesses aspire to achieve. Our firm's extensive experience spanning decades equips us with a profound understanding of internal Town operations and Board dynamics.

Within this proposal, you will find detailed information about our firm's philosophy, our team's qualifications, and our modern, tailored approach to meeting your specific needs.

Your consideration means the world to us. Together, we believe we can build a collaborative relationship that will support your visionary goals and elevate the future of Palmer Lake.

Best regards,



Whitt Wyatt  
Managing Member - Legal Services  
Wyatt Hamilton Findlay, PLLC

📞 972.762.6418

@ whitt@whflegal.com

Contents: Statement of Qualifications  
Appendix A – Firm Resumes

## FIRM INTRODUCTION

WHF is a full-service municipal law firm with decades of experience representing all types of local governments. Our team has served as city attorney; economic development counsel; litigation counsel; municipal insurance defense counsel; municipal judge, prosecutor, and police legal advisor for more than 30 cities, towns, and local governments across Colorado and Texas.

Our attorneys are experienced in handling the demands of growing communities, presently serving as legal counsel for clients with as few as 150 residents to urban communities with hundreds of employees and budgets exceeding \$150 million. We also have a deep understanding of the challenges facing traditionally rural and suburban communities where new and redevelopment activity are at the forefront, having handled multiple economic development projects with construction values in the hundreds of millions of dollars. Our full-service municipal practice further includes:

- Municipal General Counsel
- Public Safety & Law Enforcement
- Real Estate Transactions
- Zoning & Land Use
- Condemnations & Eminent Domain
- Employment / HR Law
- Development Agreements & Annexation
- Colorado Open Records Act (CORA)
- Colorado Open Meetings Law
- Economic Development
- Parks & Recreation Services
- Litigation & Defense
- Municipal Prosecution
- Code Enforcement & Substandard Buildings

## SERVICE PHILOSOPHY

### FLEXIBILITY

We approach our role with an unwavering commitment to neutrality and adaptability, ensuring that the interests of the Board and staff are our sole focus. We affirm that our commitment to Palmer Lake goes beyond a mere professional obligation – it's a dedicated partnership rooted in understanding and supporting your unique objectives. Our philosophy is simple yet profound: Your agenda is our agenda. This principle hinges on aligning ourselves entirely with the Town's strategic vision – understanding, collaborating, and championing the goals and objectives set forth by the Board and staff from day one. With WHF, the focus remains steadfast on molding our approach to align perfectly with the distinctive essence of Palmer Lake, ensuring your Town's needs are always our top priority.

“ On behalf of the Town of Log Lane Village, I would like to say that it has been a pleasure working with **Dan** and **Whitt**. They are a very professional, efficient and reliable team. Anytime my staff or I had a question or concern, they were available to answer in a timely manner. I would highly recommend their services. ”

~ Naomi Zuniga, Mayor of Log Lane Village

“ I can't recommend **Wyatt Hamilton Findlay** highly enough for Municipal legal counsel. There are a lot of legal firms with the technical skills to fulfill their contractual obligations, but what sets them apart is their customer service and the relationships they build with their clients. Their responsiveness is top notch, no matter the issue. If you have the chance to enter into a contract with **Wyatt Hamilton Findlay**, don't hesitate to do so – you won't regret your decision. ”

~ Amy Nasta, Florence City Manager (Former)

“ **Whitt** brings an exceptional blend of experience and common sense and stands out as a true professional. His unique approach to issues sets him apart from any other city attorney I've worked with previously. ”

~ Director of Public Works and Engineering





## RESPONSIVENESS

Responsiveness forms the bedrock of trust and efficacy between the Town and its legal counsel. In a world where instant access is the norm for everyday services, we firmly believe that the Town's legal counsel should exemplify the same immediacy. Our commitment to you extends beyond business hours – we are available around the clock, 24/7, through in-person and virtual meetings, phone calls, emails, or text messages. Our aim is to seamlessly integrate into your team, just a 'click' or 'tap' away at any given moment. Familiar with the varied and intricate daily workings of councils and staff, we swiftly adapt to your workflows, adjusting our internal processes to align with the anticipated needs of the Town. We recognize that unexpected questions are a part of the landscape and we are always poised to address these matters promptly, ensuring your concerns are met without delay.

“ I would highly recommend the law firm, **Wyatt Hamilton Findlay**. Their responsiveness to our needs and knowledge of municipal law are impeccable. They helped our Town through a transitional period and guided us through complex issues. We trust them completely to protect our interests and help us serve our residents effectively. ”

~ Erin Christie, Westcliffe Town Clerk



## COLLABORATION

Distinguishing ourselves in the municipal legal landscape, our firm operates uniquely with a roster of highly experienced partners, each deeply immersed in the intricacies essential for effectively working with boards, councils and staff. Embracing an exclusive partner-only model, we emulate the flat organizational structure often characteristic of in-house positions. This model ensures unrestricted access to our seasoned attorneys, who are all well-equipped to swiftly address any issue that may surface. Our local government practice stands apart from the conventional law firm model still prevalent in municipal law firms today.

We pride ourselves on our ability to become an extension of your Board and staff, leveraging our comprehensive understanding of your daily operations to anticipate issues before they arise. At WHF, we utilize the latest cloud-based project management software to ensure you have real-time access to the status of all legal projects on which the firm's attorneys are working. This approach guarantees staff and Board alike are always informed on the most up-to-date status of the projects we're handling for the Town.



## **PALMER LAKE'S DEDICATED ATTORNEY TEAM**



**Alex Phipps**  
Attorney  
Co-Lead Attorney



**Dan Findlay**  
Partner  
Co-Lead Attorney



**Sarah C. Ross**  
Partner



**Whitt Wyatt**  
Managing Member,  
Legal Services

## **PALMER LAKE'S DEDICATED SUPPORT TEAM**



**Tiffany Camelin**  
Paralegal



**Cassie Gunther**  
Paralegal

## CURRENT CLIENT LIST

The following represent the current local government clients that the firm serves as city attorney or general counsel:

- City of Colleyville
- City of Florence
- City of Mansfield
- City of Maypearl
- City of Palmer
- City of Quitman
- City of Yantis
- Town of Addison
- Town of Brock
- Town of Dennis
- Town of Log Lane Village
- Town of Mobile City
- Town of Moffat
- Town of Westcliffe
- Town of Williamsburg
- Colleyville Tax Increment Financing District
- Colleyville Economic Development Corporation
- Maypearl Economic Development Corporation
- Palmer Economic Development Corporation
- Quitman Economic Development Corporation

## STATEMENT OF NO CONFLICTS

Our client-first service model means we never seek to represent other clients that pose a potential conflict with your representation. In the unlikely event a conflict should ever arise in the course of our representation, we would promptly and openly address the conflict with all parties involved and immediately resolve the conflict in conformance with the applicable rules of ethics and professional responsibility.

## PREDICTABLE & TRANSPARENT PRICING

### TRADITIONAL HOURLY SERVICE

Our uniform billable hour structure is simple, transparent, and predictable. All of our attorneys charge the same flat hourly rate of \$240/hr for general legal matters and \$275/hr for litigation matters. We also charge \$120/hr for the services of our paralegals. We bill in quarter-hour increments.<sup>1</sup>

### CUSTOM SERVICE STRUCTURES

Our team's core mission is to serve the Board and staff with the same convenience of an in-house attorney, but with the breadth of experience only a team of experienced lawyers can provide. We are therefore open to discussing any specific fee arrangements that would help remove any barriers to us providing you the best service possible.

### DETAILED INVOICING AND EXPENSES

The Town will receive detailed invoices for all legal services provided over the course of each month that include the total time spent on each matter, the identity of the person(s) working on the matter, and a summary of the services provided. We strongly believe that fully transparent billing practices are one of the most important factors in providing quality legal services to our clients. We do not charge markup or overhead expenses. Pre-approved expenses will always be charged at cost; these include photocopies, postage, courier service, and reimbursement for mileage at current IRS rates. We may adjust our general schedule of rates periodically.

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<sup>1</sup> Firm's rate schedule is subject to a market-based adjustment annually on October 1st

## INSURANCE COVERAGE

We are insured by Hanover Insurance Company for a \$1,000,000 policy with a \$5,000 deductible. Neither the firm nor the attorneys we are proposing represent the Town have ever been sued for malpractice.

## TECHNOLOGY

We invest heavily in the latest technologies to facilitate a collaborative working relationship with our clients, particularly our rural communities. We utilize both Microsoft Office 365 and Google's cloud-based platforms. For client administration and billing we use Clio, an established cloud-based law firm management platform. For both internal and external communication, we regularly use all established remote meeting platforms, including Zoom, Microsoft Teams, Google Meets, and Webex so that we can be "in the room" at a moment's notice. We also utilize GovDox document automation in connection with our comprehensive collection of forms, contracts, resolutions, and ordinances commonly used by municipalities.



# SELECT REFERENCES

WHF has served as city attorney for the following references:

### Steve Wolfe

Mayor, City of Florence

steve.wolfe@florencecolorado.org

☎ 719.371.5908

### Amy Nasta

City Manager (Former), City of Florence

☎ 719.280.7802

### James Attaway

City Manager (Former), City of Quitman

☎ 903.315.7789

### Naomi Zuniga

Mayor, Town of Log Lane Village

zuniga.naomi@yahoo.com

☎ 970.867.8027

### Jerry Ducay

City Manager, City of Colleyville

jducay@colleyville.com

☎ 817.503.1116

We would be happy to provide additional references upon request.

“ What truly sets **Dan**—and more recently **Alex**—and the entire team at **Wyatt Hamilton Findlay** apart is their accessibility and communication. They are available when you need them, responsive, and proactive. On many days, I speak with **Dan** more than anyone else, which speaks volumes about both his commitment to the City and the strength of our working relationship. ”

~ Lori Cobler, Florence City Manager



APPENDIX A

# FIRM RESUMES





alex@whflegal.com

📞 919-423-7418

## ALEX PHIPPS

Alex joins the firm after spending the majority of his career working on state and local government legal issues. After several years at a large law firm working in real estate and land use, Alex spent nearly a decade working for state agencies in a general counsel capacity, advising public bodies on open government, legislation, and contested case proceedings. He also spent several years working as the senior legal research associate for the UNC School of Government, assisting professors with legal issues related to local government. Alex has deep respect for public service and the expectations and challenges that public servants face when responding to the needs of constituents.

### PROFESSIONAL QUALIFICATIONS

<b>Wyatt Hamilton Findlay, PLLC</b> Attorney	<b>2025 - Present</b>
<b>University of North Carolina, School of Government</b> Senior Legal Research Associate	<b>2022 - 2025</b>
<b>Texas Department of Licensing and Regulation</b> Assistant General Counsel	<b>2019 - 2022</b>
<b>Texas Board of Dental Examiners</b> General Counsel (2018-2019) Litigation Manager (2014-2018)	<b>2014 - 2019</b>

### BAR ACCEPTANCE + CERTS

Texas Bar, 2009  
North Carolina Bar, 2022  
Colorado Bar, 2025

### EDUCATION

University of Texas School of Law (J.D.)  
University of North Carolina (B.A.)

### SKILLS + EXPERTISE

Municipal Law and Elections  
Public Real Estate Transactions  
Public Safety and Law Enforcement  
Land Use and Annexation  
Open Meetings and Transparency  
Open Records and Public Information Act



## DAN FINDLAY

Dan is a Western Colorado native with a passion for the state’s singular natural environment. He has served as City Attorney for multiple Colorado municipalities and with the Colorado Division of Parks and Wildlife, where he developed a wealth of knowledge and a deep understanding of the relationship between state and local governments. Born and raised on the Western Slope, Dan has a place in his heart for local Colorado communities and, with his extensive experience in the public sector, brings incredible value and perspective to our Colorado clients.

dan@whflegal.com

📞 970-270-2405

### PROFESSIONAL QUALIFICATIONS

**Wyatt Hamilton Findlay, PLLC**  
Partner

**2022 - Present**

**Colorado Parks & Wildlife**  
Procurement Director

**2012 - 2022**

### BAR ACCEPTANCE + CERTS

Colorado Bar, 2010

### EDUCATION

University of North Carolina School of Law (J.D.)  
University of North Carolina (B.A.)

### SKILLS + EXPERTISE

Municipal Law and Elections  
Public Real Estate Transactions  
Public Safety and Law Enforcement  
Land Use and Annexation  
Open Meetings and Transparency  
Open Records and Public Information Act  
Economic Development  
Parks and Recreation Services  
Strategic Community Development



## SARAH C. ROSS

Sarah, with her 12+ years of experience in agency representation and government relations, offers a unique understanding of governmental operations. Formerly Deputy Chief Counsel for the Arkansas Department of Human Services, managing a team of 100+ and developing statewide litigation strategies, she now represents Colorado and Texas municipalities, specializing in zoning, land use, code enforcement, and litigation. Additionally, Sarah currently serves as the Local Licensing Authority for the Town of Moffat.

sarah@whflegal.com

📞 903-701-2908

### PROFESSIONAL QUALIFICATIONS

#### Wyatt Hamilton Findlay, PLLC

Partner

2023 - Present

#### Arkansas Department of Human Services

Office of Chief Counsel – Little Rock  
Deputy Chief Counsel – County Legal Operations

2022 - 2023

#### Arkansas Department of Human Services

Office of Chief Counsel – County Legal Operations  
Supervising Attorney – Regional Legal Litigation (2014-2022)  
Attorney Specialist (2011-2014)

2011 - 2022

### BAR ACCEPTANCE + CERTS

Arkansas Bar, 2006  
Texas Bar, 2023  
Colorado Bar, 2024

### SKILLS + EXPERTISE

Municipal Law and Elections  
Law and Code Enforcement  
Legal Operations Management  
Government Relations  
Permitting and Licensing  
Litigation  
Legislative Processes  
Zoning and Land Use  
Municipal Prosecution

### EDUCATION

University of Arkansas Bowen School of Law (J.D.)  
Texas A&M – Texarkana (B.S.)



## WHITT WYATT

Whitt's 17+ year career has been dedicated to advocating for local governments, with a primary focus on serving municipalities as City Attorney. Bringing a wealth of experience in the realm of local governance, Whitt has been a trusted legal advisor for more than 30 cities and municipalities, providing all manner of legal services while specializing in community development and land use law as well as general counsel services. A Denver resident since 2019, Whitt is committed to serving Colorado municipalities and expanding the firm's presence in the state.

whitt@whflegal.com

📞 972-762-6418

### PROFESSIONAL QUALIFICATIONS

**Wyatt Hamilton Findlay, PLLC**

Managing Member – Legal Services

**2022 - Present**

**Wood Banowsky, PLLC**

Managing Partner – Local Government and Land Use

**2019 - 2022**

**GovDox**

Owner

**2018 - Present**

**Nichols Jackson**

Partner – Municipal Law and Land Use

**2007 - 2019**

### BAR ACCEPTANCE + CERTS

Texas Bar, 2007  
Colorado Bar, 2019  
Certified Law Enforcement Instructor, 2007

### SKILLS + EXPERTISE

Strategic Community Development  
Public Safety and Law Enforcement  
Public Real Estate Transactions  
Condemnation and Eminent Domain  
Municipal Law and Elections  
Zoning and Land Use Annexations  
Open Meetings and Transparency  
Economic Development  
Parks and Recreation Services

### EDUCATION

Oklahoma City University School of Law (J.D.)  
Oklahoma State University (B.S.)

## SUPPORT TEAM



**Tiffany Camelin**  
Paralegal

Tiffany serves as a paralegal and as the firm's records manager, helping to review, redact, and submit documents in response to CORA requests. She has exemplary organization and time management skills to perform administrative and clerical duties. Prior to joining WHF, Tiffany worked as a Police Records Manager for seven years.

### SKILLS + EXPERTISE

Public Information Act  
Microsoft Office Suite  
Time Management  
Attorney Support  
Strong attention to detail  
Lexis Nexis  
NIBRS



**Cassie Gunther**  
Paralegal

Cassie brings 10+ years of paralegal experience to the firm, specializing in municipal and civil litigation. Her background includes a decade with a city attorney's office, where she handled cases from various legal disciplines and levels, and a stint with a school district delving into education law. Cassie is known for her proactive approach, strong analytical skills, and meticulous attention to detail, all of which make her such an exemplary member of the WHF team.

### EDUCATION

State University of New York at Canton  
University of Texas at Arlington



**DIETZE AND DAVIS, P.C.**  
ATTORNEYS AT LAW

*Serving the West from Boulder since 1972*

Robyn W. Kube  
Karl F. Kumli, III\*†  
Renée Ezer\*  
Stephen A. Closky  
Tucker M. Katz  
Mark D. Detsky  
William A. Rogers, III  
Joshua E. Anderson  
Jennifer L. Lorenz  
Gabiella Stockmayer  
Carolyn R. Steffl  
Nathan A. Klotz  
Jennifer H. Walker

Siena Square Building  
2060 Broadway, Suite 400  
Boulder, Colorado 80302  
Telephone (303) 447-1375  
Fax (720) 805-2051  
www.dietzedavis.com  
csteffl@dietzedavis.com

\*Christina M. Gonsalves  
S. Daniel Rubin  
Lauren N. Davis  
Rebekah A. Townsend

Of Counsel:  
Joel C. Maguire  
Star L. Waring  
Nicholas G. Muller  
Carmen S. Danielson

\*Also admitted in California  
†Also admitted in New Mexico

Peter C. Dietze 1934-2019  
Joel C. Davis 1936-2013

February 18, 2026

**Sent via email only: [gsmith@palmer-lake.org](mailto:gsmith@palmer-lake.org)**

Town of Palmer Lake  
Board of Trustees  
c/o Glen Smith, Interim Town Administrator  
54 Valley Crescent/P.O. Box 208  
Palmer Lake, Colorado 80133

Re: Agreement for Legal Services

Dear Board of Trustees and Mr. Smith:

On behalf of Dietze and Davis, P.C. (the “Firm”), I would like to thank you for choosing the Firm to represent the Town of Palmer Lake (the “Town”) in the matter described below. This letter (“Engagement Letter” or “Agreement”) sets forth our understanding as to the scope of the Firm’s engagement, expenses and billing procedures that will apply to its work.

Please read this Engagement Letter with care. By executing this Engagement Letter, the Town is entering into a contract that is binding on both the Firm and the Town, on the following terms and conditions.

**Parties to Engagement Letter.** The Town and Firm are the parties to this Agreement. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services that will be provided pursuant to the Engagement Letter. In addition, no attorney client relationship will exist until the Town has returned a signed copy of this Agreement. Once the Town signs this Agreement, all services provided beforehand that relate to this matter

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shall be considered part of the attorney client relationship for which the Town is responsible for paying.

Carolyn Steffl and Karl Kumli will have primary responsibility for representation of the Town and will utilize other Firm lawyers, paralegals and staff as we deem appropriate under the circumstances. We will use appropriate expertise in a cost-effective manner consistent with our continuing goal of providing high quality legal services.

We will provide counsel to the Town in accordance with this Engagement Letter, the information provided by the Town, and the Colorado Rules of Professional Conduct. We will also keep the Town informed of progress and developments related to the matters covered by this Agreement and respond to Town inquiries in a reasonable timeframe.

**Scope of Work.** The Firm agrees to perform the following legal services: Special Counsel to the Town to provide legal advice in connection with withdrawal of the annexation petition for a proposed Bu-cee's development and such other matters are assigned to the Firm and accepted by the Firm by email confirmation (the "Matter").

The Town agrees that our representation is limited to the Firm's performance of services related to the Matter. Either at the commencement or during the course of our representation, we may express opinions concerning litigation or other courses of action and the results that might be anticipated. Any such statement is intended as an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or a guarantee.

Because we are not the Town's general counsel, our acceptance of this engagement does not involve an undertaking to represent the Town or the Town's interests in any other matter or to appraise the Town of general legal updates or risks unrelated to the Matter.

**The Town's Responsibility.** To enable us to represent the Town effectively, the Town agrees to cooperate fully with us in all matters relating to the Matter, and to fully and accurately disclose to us all facts and documents that may be relevant to the Matter or that we may otherwise request. The Town also agrees to make its staff reasonably available to attend meetings and other proceedings. The Town agrees to pay our statements for services and other charges as stated in this Agreement. The Town's continued acceptance of these services constitutes an agreement to pay for them.

**Billing Rate.** We will charge the Town for the services provided pursuant to the Agreement based on the amount of time (including travel billed at 50% of travel time) that we devote to the Matter at the hourly rates for the particular professionals involved. The billing rate for the responsible attorneys, Carolyn Steffl and Karl Kumli, is currently \$350 per hour. The hourly billing rate for associate attorneys is \$275 per hour. Paralegals are billed at \$180 per hour. We bill in minimum increments of 6 minutes.

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Our billing rates may be adjusted during the retention, and are typically adjusted each calendar year, but not without written notice to the Town. We reserve the right to staff the handling of the Matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of the Matter with the Town at any time, and will consider the Town's input in the staffing of the Matter.

**Fees and Costs.** We will bill the Town monthly and provide an itemized accounting of the work performed, including the legal fees and costs related to this matter, during the monthly billing period (the "Billing Statement"). The detail in the Billing Statement will inform the Town of both the nature and progress of work and of the fees and costs being incurred. Our fees will be based on the amount of time spent on the Town's behalf, which includes all communications about the Matter regardless of the media used.

We communicate with our clients primarily through in-person or remote video-conference meetings (e.g., Zoom, Teams), and by letter, telephone, and email. From time to time, we may communicate with the Town via text message to staff or Board cell phone numbers for the purposes of coordinating with the Town. Please note that we try not to provide or discuss legal advice by text message. We make reasonable efforts to keep such communications and data secure. We can be contacted at our regular office hours from 9 AM to 5 PM, Monday through Friday. Attorneys at our office typically check messages and may be available by telephone or email from 8 AM to 6 PM Monday through Friday. Should the needs of the Matter require contact outside of that time frame, reasonable accommodation may be made.

Costs include out of pocket expenses incurred by the Firm in connection with the Town's representation and are payable by the Town. Examples of costs include, but are not limited to, photocopies, printing, mileage, parking fees, filing fees, recording fees, notices, computerized legal research, access fees, postage, service of process, and transcripts. Costs may be paid by this Firm and then billed to the Town; however, after conferring with the Town we may send larger expenses to the Town for direct payment.

The total price for the legal services to be provided under this Agreement cannot be precisely determined at this time due to the variable nature of legal work. Time spent by our lawyers, paralegals, and (where applicable) other staff and reimbursement of expenses incurred in the Town representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and (where applicable) other staff are set forth elsewhere in this Engagement Letter. The time spent and expenses incurred will be set forth on the Billing Statements that will be sent to the Town. The total price of our legal services and the amount of our expenses incurred on the Town's behalf will vary and may increase or decrease on a month-to-month basis depending on the needs and progress of the Town Matter.

Consistent with the above statement, we cannot make a commitment to the Town concerning the total amount that may be necessary to resolve or complete this matter. Any estimate of fees that we may discuss with the Town represents only an estimate. In addition, the Town's payment of

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the fees and costs incurred on the Town's behalf is in no way contingent on the ultimate outcome of the matter. Fees for services performed after the effective date of any new billing rate will be charged at such new billing rate.

**Statements and Payment.** The Town agrees that payment is due upon receipt of each Billing Statement and upon completion of our services in this matter.

Unless otherwise requested by the Town, Billing Statements will be submitted to the Town Administrator via email, typically on a monthly basis. All outstanding charges are due upon completion of our services in this matter. Payment may be made by cash, check, ACH transfer, VISA, MasterCard, American Express or Discover Card. For the Town's convenience, the Town may provide advanced authorization for the Firm to charge the amount billed each month directly to a credit or debit card. The failure to promptly pay any Billing Statement upon its receipt, or to pay a deposit when requested, shall relieve the Firm, after notice and discussions with representatives of the Town, of any further obligation to furnish legal services on the Town's behalf.

If any Billing Statement is not paid within thirty (30) days after its delivery to the Town, the Firm reserves the right to charge all past-due amounts to the bank account or credit card we have on file for the Town. The Firm also retains the right to charge interest at the rate of eighteen percent (18%) per annum, compounded annually, on any amount more than thirty (30) days past due.

The Town agrees to bring any disputes or questions as to fees or costs to the attention of the responsible attorney or our Accounting Manager, in writing, within fifteen (15) days of receipt of the Billing Statement. There is never a charge for contacting us with billing questions. If agreement cannot be reached, and either party wishes to pursue a resolution, the matter shall be submitted to the legal fee arbitration committee of the Colorado Bar Association for a binding and judicially enforceable arbitration award. In that event, the prevailing party shall be entitled to reasonable attorneys' fees and costs so incurred in that arbitration.

**Electronically Stored Information.** The Town is may be required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the subject of the representation. Preservation of documents including ESI is the Town's responsibility, and it is important that the Town take all necessary and reasonable steps to preserve this information.

**Use of Artificial Intelligence (AI).** The Firm may use AI tools in connection with the Town's representation. The Firm only uses AI platforms in a confidential manner, keeping all client data secure. If we use AI, we will independently verify the output of the AI platform before relying on its content.

**Termination or Withdrawal.** The Town may terminate our representation at any time by notifying us in writing. That termination will not affect the Town's responsibility for the payment of fees and costs incurred before termination or in connection with an orderly transition of the

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matter. We may withdraw from representation if the Town fails to fulfill its obligations under this Agreement, including the Town's obligation to pay our fees and expenses, or as permitted or required under the Colorado Rules of Professional Conduct, rules or orders of court, or upon reasonable notice to the Town.

**Document Retention.** At the conclusion of this Matter or upon termination of further representation of the Town, any original documents or property provided by the Town will be returned to the Town upon receipt of payment for outstanding fees and costs. The Firm will retain its own files pertaining to the Matter, in electronic form, for a reasonable length of time. We recommend that the Town keep all information relating to this Matter in a safe place where the Town can locate it and a secure location to protect attorney-client privilege.

Please review the terms of this Engagement Letter carefully and if these arrangements are acceptable to the Town, acknowledge The Town's acceptance by signing, dating, and returning a copy to us. Please keep a copy of this letter for The Town's records.

Please contact us with any questions. We look forward to working with you.

Thank you,

DIETZE AND DAVIS, P.C.



Carolyn R. Steffl, Esq.  
Karl Kumli, Esq.

Agreed to this 18 day of February, 2026.



Glen Smith, Interim Town Administrator

Title	Dietze and Davis, P.C. has sent you a document to review and...
File name	20260218 CRS-KFK ... Palmer Lake.docx
Document ID	b9d847983a42bbe051d57daa4dcecbcea2f3451
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

### Document History



**02 / 18 / 2026**  
21:51:38 UTC

Sent for signature to Smith, Glen (gsmith@palmer-lake.org) by support@practicepanther.com acting on behalf of hcolburn@dietzedavis.com  
IP: 23.31.68.233



**02 / 18 / 2026**  
21:52:19 UTC

Viewed by Smith, Glen (gsmith@palmer-lake.org)  
IP: 23.31.87.233



**02 / 18 / 2026**  
21:57:22 UTC

Signed by Smith, Glen (gsmith@palmer-lake.org)  
IP: 23.31.87.233



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21:57:22 UTC

The document has been completed.